Document #479

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (M.B.T.A.)

This Agreement is made as of the 18th day of August, 1986 by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and Massachusetts Bay Transportation Authority (M.B.T.A.) hereinafter called the Licensee.

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area located on Phase II portion of Parcel 16 at the corner of Tremont Street, Davenport Street and Columbus Avenue in the South End Project Area is to be used for the purpose of off-street parking for approximately two hundred fifty (250) cars for those attending Northeastern University and those given permission by Northeastern University, for a period August 18, 1986 through June 30, 1987.

2. The Licensee agrees that it is not eligible for relocation benefits.

3. Part or all of the License Area is to be vacated on thirty (30) days written notice by the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.

4. The License Fee shall be Thirty Thousand ($30,000) Dollars payable in advance on August 18, 1986.

   The Licensee shall assume all expenses and responsibility for all maintenance, insurance, security and other services required to keep the License Area in good, safe, attractive and clean condition.

5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee within the scope of their duties for the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Five Hundred Thousand ($500,000) Dollars for property damage, One Million ($1,000,000) Dollars for injury or death to one person, and Two Million ($2,000,000) Dollars for injury or death to more than one person in a single accident. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.

7. The Licensee shall take exclusive possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.

8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises and the Licensee shall at its own expense clean the area of the same.

9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to ~~any~~ ordinance or by-law of the City of Boston.

10. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

    The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.

12. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.

13. This License may be assigned, transferred, mortgaged or encumbered only with the specific written permission of the Licensor; however, the Licensor does hereby assent to the assignment of this License to Northeastern University upon the same conditions and covenants as set forth herein.

14. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the the date first above written.

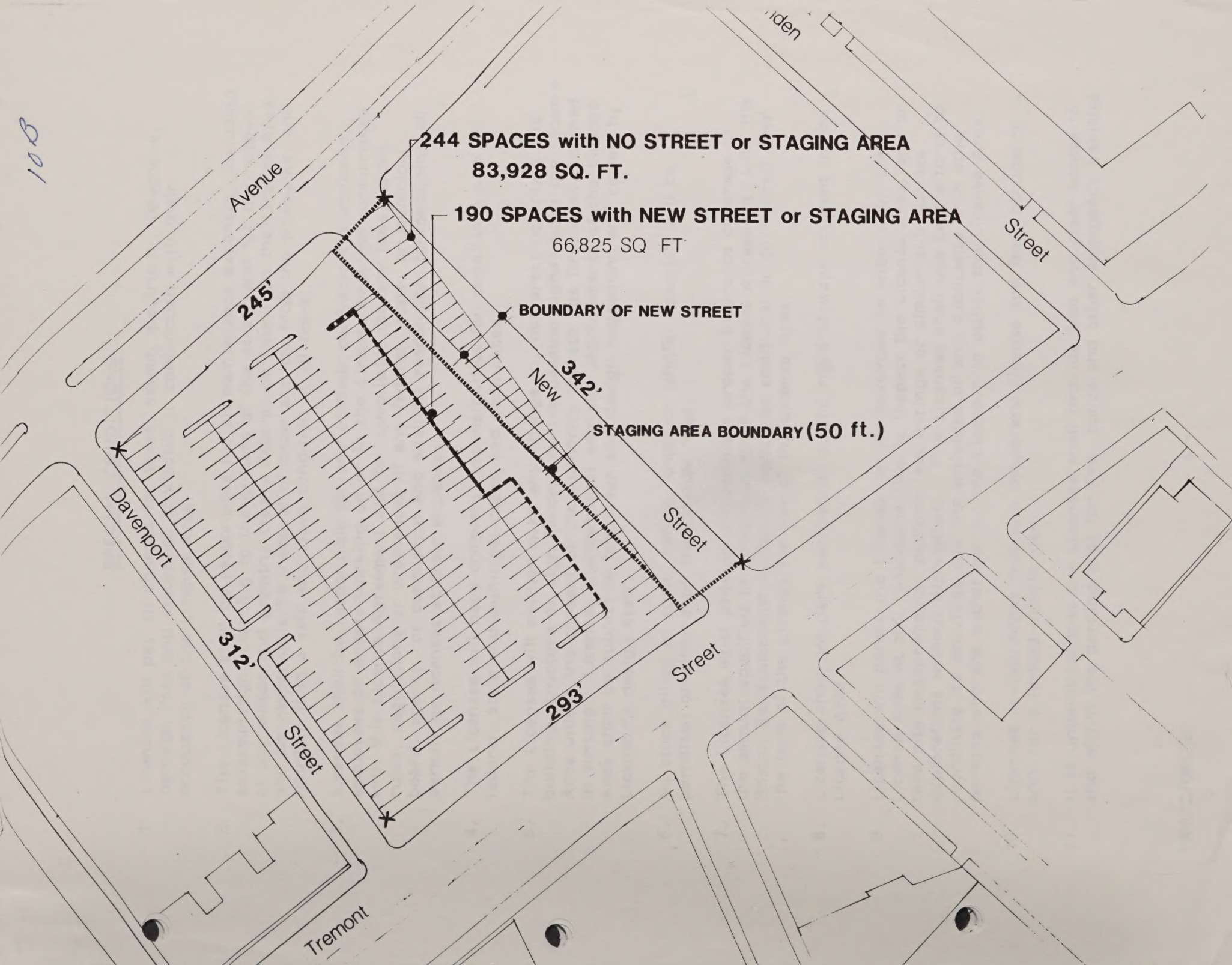
BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (M.B.T.A.)

By: _____
Licensee

_____
Approved as to Form
Ralph F. Cahill
Assistant General Counsel


244 SPACES with NO STREET or STAGING AREA
83,928 SQ. FT.
190 SPACES with NEW STREET or STAGING AREA
66,825 SQ FT
BOUNDARY OF NEW STREET
STAGING AREA BOUNDARY (50 ft.)
245'
342'
312'
293'
New
Avenue
Davenport
Street
Street
Street
Street
Tremont

SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, sewer, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.

2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.

3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.

4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.

5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.

6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.

7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional or co-insured over the term of the License for use of the License Area.

8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.

9. Licensee will permit the Licensor or its developer to enter upon the License Area at any reasonable time to inspect the License Area, and/or take site measurements, perform test borings or similar sub-surface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.

10. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.

11. It is understood that the Licensee shall provide free and clear access to and within the parking area for fire, police and other emergency vehicles.

12. The Licensee is responsible for towing all illegally parked vehicles from the License area.

13. The Licensee shall at all times maintain and operate the parking facilities in accordance with the Boston Zoning Code, the rules and regulations of the City of Boston Traffic and Parking Department and, if applicable, the City of Boston Air Pollution Control Commission, and in a manner fully satisfactory to the Licensor, and promptly and completely comply with whatever rules and directions the Licensor, in the exercise of its discretion, shall issue.

14. Licensee agrees that use of the License Area shall be restricted to Northeastern University faculty staff, students and those given permission by Northeastern University. Parking of trucks or commercial vehicles shall not be allowed.

15. Licensee shall assume all cost of security of the License Area. Licensee agrees that when License Area is not in operation, all gates or entrances must be properly secured.

16. Licensee shall install and maintain at its cost all gates and fencing necessary during the term of the License.

17. It is understood that the Licensee by use of a sign shall inform anyone using the License Area that they do so at their own risk and that the Licensor will not be held liable for any damage or injury incurred to any person~~(s)~~ and/or vehicle(s).

18. Under no condition should overnight parking be permitted.

19. Proper stickers or other identification should be provided by the Licensee for all vehicles parked in the area.

20. Licensee will provide their own snow removal, sanding, salting, etc., during the term of the License as necessary.

DOUGLASS PLAZA ASSOCIATES
SEVENTY-FIVE SAINT ALPHONSUS STREET
BOSTON, MASSACHUSETTS 02120

Mr. Ricardo Millett,
Assistant Director for
Community Planning and Development
Boston Redevelopment Authority
City Hall, 9th Floor
Boston, Massachusetts 02201

Dear Ricardo: RE: **PARCEL 16 INTERIM PARKING AGREEMENT**

We are writing to express our agreement with the arrangement currently under negotiation between the Boston Redevelopment Authority, Mass. Bay Transportation Authority and Northeastern University which will allow Northeastern to utilize a portion of Parcel 16 for interim parking for a period not to exceed one year with the following stipulations:

1. **Interim parking will not occur on the land designated as New Street as shown on the Douglass Plaza Phase I plan.**

2. **That Northeastern set aside up to thirty-five (35) parking spaces for use by Douglass Plaza Associates or its designees.**

Northeastern Univesity is expected to be a long term player in the revitalization of the Southwest Corridor. Douglass Plaza Associates, as major developers in the corridor are happy to work with them and our neighbors in making all the necessary arrangements for a harmonious relationship.

Very truly yours,

Larry Smith

Lawrence R. Smith,
General Partner

LRS/gbr

RECEIVED
JUN 12 [illegible]
Ans'd.....

CC: Joe Warren
Rev. Owen Cardwell
Richard Taylor
Arthur Ullian
Bob Kargman

U N
L R

United Neighbors of Lower Roxbury, Inc.
90 Windsor Street
Boston, Massachusetts 02120

A Tax Exempt Non-Profit Organization

RECEIVED
JUN 10 1986
Ans'd.....

OFFICERS
Gretchen Jackson, *President*
~~Claude Gentilhomme, 1st Vice President~~
Patricia Kennedy, *2nd Vice President*
~~Roslyn Saunders~~, *Clerk/Secretary* Barbara Bunyord
~~Ralph Peace~~, *Treasurer* Katie Gibson
Emma Scott, *Social Coordinator*

3 June 1986

Mr. Ricardo A. Millett
Asst. Director: B.R.A.
One City Hall Square
Boston, Massachusetts 02201

Dear Mr. Millett;

The U.N.L.R. community has no objection to the one (1) year parking agreement (temporary) reached between the "Douglass Plaza Associates" (Developers) & Concord Baptist Church and the M.B.T.A., as well as Northeastern University our good neighbors.

Sincerely and Friendly,
Gretchen Jackson
Pres.

c.c. Dr. Joseph Warren
Northeastern University

DOCUMENT # 4791

10B

MEMORANDUM August 14, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY
STEPHEN COYLE, DIRECTOR

FROM: RICARDO A. MILLETT, ASSISTANT DIRECTOR FOR NEIGHBORHOOD PLANNING AND DEVELOPMENT
MARTHA BAILEY, SENIOR PROJECT COORDINATOR AND
DAVID KNOWLES, PROJECT COORDINATOR

SUBJECT: **SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56 REQUEST AUTHORIZATION TO EXECUTE AND TO DELIVER A LICENSE AGREEMENT WITH THE MASSACHUSETTS BAY TRANSPORATION AUTHORITY FOR THE PURPOSE OF PROVIDING OFF STREET PARKING FOR APPROXIMATELY 250 CARS ON A PORTION OF RE-USE PARCEL 16, LOCATED AT COLUMBUS AVENUE AND DAVENPORT AND TREMONT STREETS.**

SUMMARY: This memorandum requests that the Authority authorize the Director to execute a Standard License Agreement with the Massachusetts Bay Transportation authority for off-street parking on Parcel 16 in the South End Urban Renewal Area.

Northeastern University has begun construction on its 995 car parking garage on Parcel 17X in the South End Urban Renewal Area. There have been ongoing discussions for some years between the public agencies and Northeastern concerning temporary replacement of parking preempted by construction of the garage. The Parcel 18+ Agreement approved by the Authority on July 31, 1985 is the instrument for determining how the public agencies will assist the University in fulfilling its temporary parking needs.

It requires that the MBTA and/or the Executive Office of Transportation and Construction provide temporary space to park 250 cars and that the City of Boston provide the additional temporary spaces needed to replace the spaces preempted by construction of the garage. On April 3, 1986, the Authority approved use of a portion of Parcel P-1 in the Campus High Urban Renewal Area to fulfill the City of Boston's commitment to this agreement.

The MBTA, however, after soliciting bids to clear and prepare its only currently available parcel, found the bid price prohibitive, in addition Northeastern found the walking distance from the proposed site to their campus inordinately inconvenient. Both the MBTA and Northeastern therefore requested the assistance of the Authority in fulfilling its obligation.

It has been proposed that these spaces be accommodated on the Phase II portion of Parcel 16 for the period August 18, 1986 through June 30, 1987 or completion of the garage, if that should come earlier. The Authority would enter into a license with the MBTA for this term. The Real Estate Department has established a payment of $30,000 as fair compension for this period.

Parcel 16 has been tentatively designated to Concord Baptist Church and Douglass Plaza Associates and they, together with United Neighbors of Lower Roxbury, the impacted neighborhood's representative, have agreed to Northeastern using this portion of the parcel for parking.

The MBTA expects to enter into a sub-license agreement with Northeastern University to provide the parking. In carrying out its obligation under the Parcel 18 Agreement, the MBTA would not be compensated for this license. This second license agreement between the MBTA and Northeastern shall not remove the obligation of both parties to carry out the terms and conditions of the license as executed by the Authority and the MBTA.

The MBTA and Northeastern University have agreed to assume the responsibility of all maintenance, security and other services to ensure that the premises remain in good condition and are only used for parking by those given permission by Northeastern University, including but not limited to, students, faculty and staff. The license agreement is with the understanding that the parking occupancy will only be an interim use and will not be an obstacle for the permanent future development of Parcel 16.

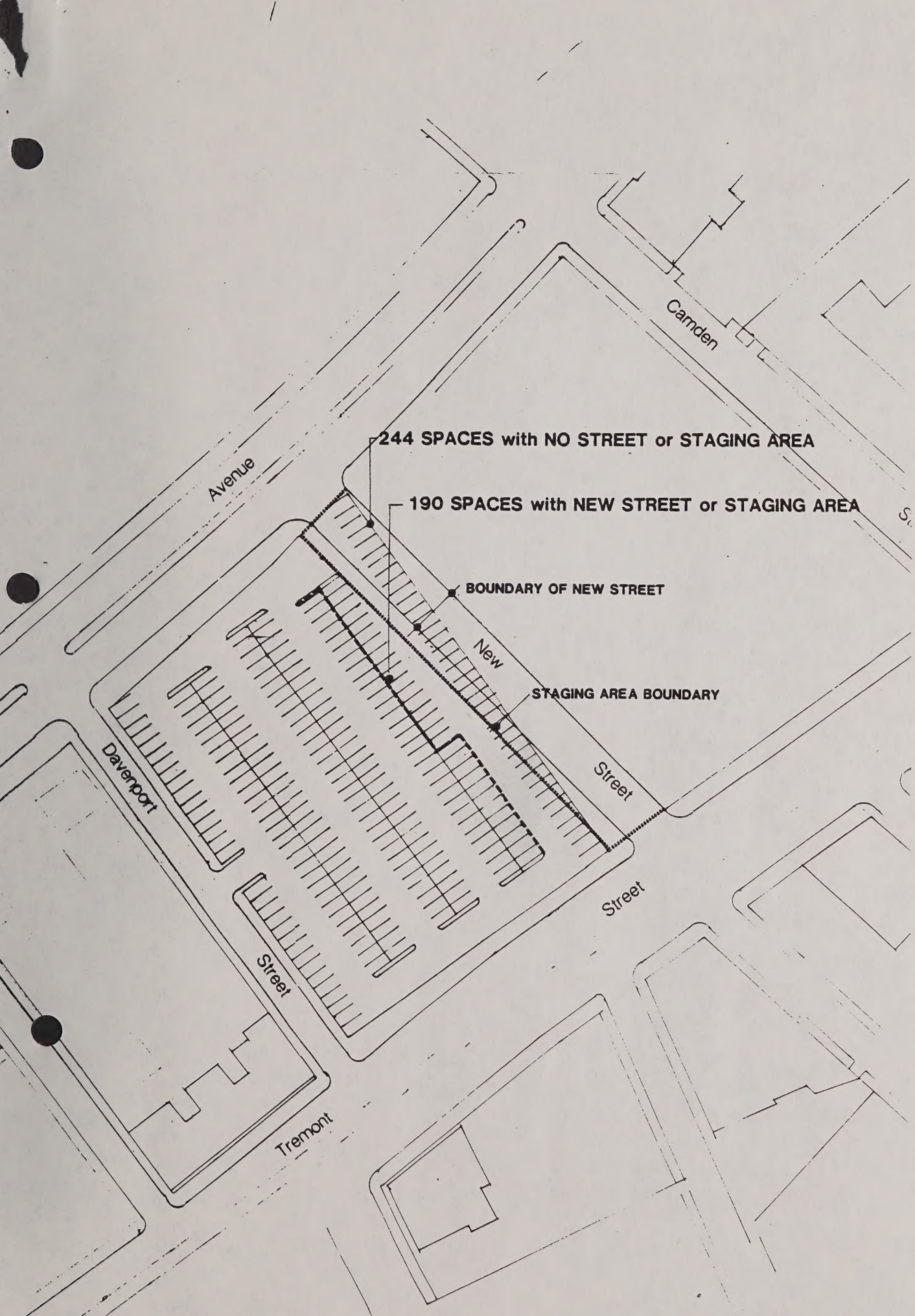
It is, therefore, recommended that the Authority authorize the Director to enter into a license agreement with the MBTA for the purpose of providing parking spaces for up to two hundred fifty cars.

An appropriate Vote follows:

VOTED: That the Director, be and hereby, is authorized to execute and deliver a License Agreement to the Massachusetts Bay Transporation Authority who shall execute and deliver a license agreement to Northeastern University for off-street parking of approximately 250 cars on a portion of Parcel 16 at Columbus Avenue and Davenport and Tremont Streets for the period August 18, 1986, through June 30, 1987; said License is to be for the consideration of a sum not to exceed $30,000. Said Licenses are to contain the express provision that no obligation on the part of the Authority direct or indirect is to be construed beyond this temporary tenancy.

Said Licenses shall obtain and also contain the express provision that Licensee and Sub-Licensee agree to assume all maintenance expenses including cleaning of litter, trash, debris or other disposable material on the premises. Said Licenses shall obtain Liability Insurance naming the Authority as Co-insured and Licensees agree to indemnify and hold harmless the Authority from any liability and/or damage resulting from the Licensees' use of the premises. Said Licenses shall include such other terms and conditions as the Director deems proper and in the best interest of the Authority.

PARCEL 16
Phase II
NEW YORK
R.R.
AREA
BLEACHERS
WILLIAM E. CARTER
PLAYGROUND
TENNIS
COURTS
COLUMBUS
P-3
P-5
P-22
SE-95
CAMDEN
WATSON
DILWORTH
NEW HAVEN
COVENTRY
BURKE
BENTON
DAVENPORT
STREET
14A
15
16
TANK
FREDERICK DOUGLASS SQUARE
SE-51
P-1
P-13
X-26
RC-8
HAWMOND
TER
KENDALL
20
23a
22a
LENOX
NORTHFIELD
P10 & 60
RR-22
RR-21
RD-43
SUSSEX
RF-8
SE-3
SE-6
RR-73
SE-34
23
RR-23
SE-26
SE-19
SE-27
DITMUS COURT
LATTIMORE COURT
22
RR-96
EVERETT E. SCHOOL
21
NORTHAMPTON
PLACE


Camden
Avenue
244 SPACES with NO STREET or STAGING AREA
190 SPACES with NEW STREET or STAGING AREA
BOUNDARY OF NEW STREET
New
STAGING AREA BOUNDARY
Street
Davenport
Street
Street
Tremont